

CANADA / JUDGMENT

Stein v. Ratushny

2025 BCSC 1759

COURT

Supreme Court of British Columbia

DECIDED

24 July 2025

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2025 BCSC 1759 Stein v. Ratushny

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Stein v. Ratushny,

2025 BCSC 1759

Date: 20250724

Docket: S234786

Registry: Vancouver

Between:

Cheryl Ann Stein

Plaintiff

And

Rany Ratushny, Sylton Holding Management Company Ltd.,

Pacific Asset Management Corporation (PAMC),

Rebecca ("Becky") Hachey Lund, Michael Henderson, Adree Grandison,

John Doe, and Jane Doe

Defendants

Before: The Honourable Justice G.C. Weatherill

Oral Reasons for Judgment

In Chambers

The Plaintiff, appearing in person:

C.A. Stein

Counsel for the Defendants:

A.L. Doolittle

N.E. John

Place and Date of Hearing:

Vancouver, B.C.

July 24, 2025

Place and Date of Judgment:

Vancouver, B.C.

July 24, 2025

[1] THE COURT: This is my judgment on these applications.

Introduction

- [2] The plaintiff claims damages against the defendants, Sylton Holdings and Management Ltd. ("Sylton"), Pacific Asset Management Corporation ("PAMC"), Rany Ratushny, Adree Grandison, Michael Henderson, and Rebecca Hachey Lund (collectively, the "landlord defendants"), for defamation and for emotional, psychological, and physical injuries flowing therefrom and from allegedly being "illegally locked out" of her apartment.
- [3] The action concerns events that occurred in July and August 2021 in or near an apartment building occupied by the plaintiff and other tenants.
- [4] The landlord defendants seek an order that they can produce and rely on certain documents that have been redacted in order to protect the personal information and identities of the other tenants.
- [5] For her part, the plaintiff seeks the inverse; namely, an order that the documents be produced in their unredacted form.
- [6] Copies of the twenty unredacted documents in question were provided to me by counsel for the landlord defendants at the opening of the hearing. I have reviewed them. Those portions that the landlord defendants redacted in their disclosure to the plaintiff were identified. The redacted information includes the other tenants' names, email addresses and pronouns, information about their occupations and employers, unit numbers, and details regarding specific interactions between them and the plaintiff that could, if known by the plaintiff, enable her to identify them.

- [7] After almost a full day of submissions, the plaintiff conceded that, on the basis of the pleadings as they now stand, she has no legitimate foundation for her opposition to the landlord defendants' application.
- [8] Nevertheless, because the applications were fully argued I consider it appropriate to deliver these reasons for judgment so as to ensure the matter is fully addressed.

Background

- [9] The plaintiff was a tenant in an apartment building located at 1305 West 13th Avenue, Vancouver, BC (the "Birch Apartment"). The Birch Apartment is owned by Sylton. PAMC is the company that manages the Birch Apartment. Rany Ratushny is an employee of PAMC and is the Birch Apartment's building manager. Adree Grandison and Michael Henderson are PAMC's employees. Rebecca Hachey is a former employee of PAMC.
- [10] The Birch Apartment is a relatively small building with only 22 units. Its tenants are primarily lower- and middle-income elderly persons who live on fixed incomes. Several of the tenants have lived in the Birch Apartment for over 30 years.
- [11] The plaintiff claims that she suffered a blow to her head in May 2021 when she slipped on a grape in a grocery store and fell to the floor. She says that, as a result, she suffered a psychotic episode and, in July 2021, she notified PAMC that she was terminating her tenancy in the Birch Apartment effective July 31, 2021. Her notice of termination was accepted by PAMC. The plaintiff drove to Kelowna, leaving her cat in her apartment, apparently believing that it would be cared for by PAMC.
- [12] The plaintiff returned to the Birch Apartment on the evening of August 22, 2021. She was unable to gain access because she had lost her keys. The landlord defendants say that the plaintiff created a disturbance both outside the building and inside the building when an occupant opened the building entrance door for her. The disturbances generated a number of complaints to PAMC by other tenants.
- [13] At some point during these events, the plaintiff learned that her cat had died.
- [14] Mr. Ratushny called the police, who attended the building and removed the plaintiff from it. On October 6, 2021, the plaintiff returned to the Birch Apartment having located her keys and resumed occupation of her suite.
- [15] On December 23, 2021, the Residential Tenancy Branch ruled that the plaintiff's notice of termination of her tenancy was invalid and that she was entitled to continue her tenancy. She has continued occupying her suite since then.
- [16] The plaintiff alleges in this action that she suffered physical and emotional distress as a consequence of not being given access to her apartment from August 22 to October 6, 2021. She also alleges that an email sent by Mr. Ratushny on August 23, 2021 to the other tenants of the Birch Apartment was defamatory. The email reads as follows:

Dear Birch Apartment Occupants

Please be advised that the former resident of Unit 102-Cheryl Stein (aka Gemma Jackson) provided us with notice to end her tenancy for July 31, 2021. We accepted her notice to end her tenancy. We are of the understanding that Ms. Stein left the city, abandoning the unit on or about July 31, 2021.

Ms. Stein is no longer considered a tenant of the Birch Apartments. The Vancouver Police Department attended and removed Ms. Stein from the building this morning and have advised our office to inform all building occupants to NOT PROVIDE BUILDING ACCESS TO ANYONE OTHER THAN YOUR INVITED GUESTS.

If you encounter Ms. Stein in the building or on the property, or if you feel unsafe due to her presence, please contact the Vancouver Police using 911 immediately and report the situation. Please report any encounters to our office either by email or by telephone. We hope to have this situation resolved shortly.

[Email addresses and phone numbers omitted.]

Thank you.

F.M. Rany Ratushny.

- [17] The plaintiff is a litigious person with a long and problematic history of bringing legal proceedings that are devoid of merit. On October 29, 2019, she was declared a vexatious litigant in respect of one particular series of actions and was precluded from bringing any further claims in them in this court or in the provincial court without leave. This court has repeatedly commented on the plaintiff's repetitive and abusive claims.
- [18] In this action, the plaintiff's claim of defamation extends to individuals who have no discernible involvement in the allegedly defamatory communication. Indeed, there are no material facts or causes of action pleaded to justify the inclusion of these other tenants as defendants in the action.
- [19] The plaintiff also has a history of having made aggressive threats and comments towards her fellow tenants, both generally and targeted. She has threatened to retaliate against them and sue them.
- [20] The landlord defendants have filed and served a summary trial application that is currently scheduled to be heard commencing October 14, 2025 for three days.

Analysis

- [21] Whether to permit or prohibit redactions with an otherwise producible document requires a balancing of (1) the relevance of the redacted information; and (2) the presence or absence of a good reason for the redactions: *Trigon Pacific Terminals Limited v. Prince Rupert Port Authority*, 2025 BCCA 155 [Trigon] at paras. 46 and 57.

- [22] Relevance is to be determined with reference to the pleadings: Trigon at paras. 64 and 76.
- [23] Proportionality is the overriding consideration in exercising the discretion of the production or non-production of a document as a whole or with redactions: Trigon at paras. 46 and 52.
- [24] The court has the discretion to relieve a party from documentary disclosure where the disclosure would not advance the matters in issue in any meaningful way and where disclosure would injure significant interests in privacy and confidentiality: Trigon at para. 42.
- [25] I agree with counsel for the landlord defendants that disclosure of the redacted portions of the documents in question would injure the other tenants' significant interests in the confidentiality of the complaints they made to the landlord defendants, their privacy interests and their interests in being free from harassment and retaliation by the plaintiff which, in my view, is likely to follow if they are identified as persons who raised concerns about the plaintiff's conduct.
- [26] I agree that the other tenants' communications to the landlord defendants were made in confidence with the expectation that their identities would not be revealed to the plaintiff.
- [27] Moreover, the redacted information will not advance either the plaintiff's case or the landlord defendants' defence of it in any meaningful way. It will not assist the court in determining whether the alleged defamatory email was indeed defamatory or whether the alternative defence of qualified privilege is available.
- [28] The defence of qualified privilege arises where statements are made on an occasion where the person who makes the communication has an interest or a duty--legal, social, or moral--to make it to the person to whom it is made, and the person to whom it is so made has a corresponding interest or duty to receive it: *Martin v. Lavigne*, 2011 BCCA 104, at para. 33.
- [29] The landlord defendants do not seek to rely on the truth of the contents of the communications, only on the fact that the communications were received by Mr. Ratushny.

Conclusion

- [30] I am granting the application of the landlord defendants with costs and I am dismissing the application of the plaintiff with costs.
- [31] All right. Is that understood? Any questions?
- [32] THE PLAINTIFF: I do want to point something out before we move further and it's just that Rany did send that communication to all tenants of the building except me. I just want you to be clear on he left me out when you read from his affidavit.
- [33] THE COURT: Well, he did not consider you a tenant at the time because you had --
- [34] THE PLAINTIFF: He knew I was a tenant.

[35] THE COURT: Well, you had given him your notice and that matter was subsequently resolved in your favour, but at the time --

[36] THE PLAINTIFF: But he held my rent.

[37] THE COURT: Look, we are not getting into this.

[38] THE PLAINTIFF: It doesn't matter.

[39] THE COURT: All right.

"G.C. Weatherill J."

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